

Super Payments – Businesses

Terms and Conditions

Please read these terms and conditions ("**Terms and Conditions**") carefully before using our platform and business services. If you have any questions, please contact us by emailing support@superpayments.com.

1. **About us**

- 1.1. We are Super Payments Ltd (registration number: 13903817) of 123 Buckingham Palace Road, London, United Kingdom, SW1W 9SR ("**Super**", "**we**", "**us**" or "**our**").
- 1.2. These Terms and Conditions apply to:
 - (a) your use of our platform entitled www.superpayments.com (the "**Platform**"); and
 - (b) how we provide our business service to you through the Platform, including access to the Platform Data Analytics (as more particularly described and defined in clause 6.1 below) (collectively the "**Services**"). The Platform and Services are collectively referred to as the "**Business Service**".
- 1.3. By accessing or using any of the Business Service, you are agreeing to these Terms and Conditions which creates an agreement between you and us.
- 1.4. You can access these Terms and Conditions on our Platform at [Terms and Conditions](#).
- 1.5. We may change all or parts of these Terms and Conditions from time to time. You agree that by accessing or using any of the Business Service at any time after such a change, you will be confirming your acceptance of the new version of these Terms and Conditions.

2. **How the Business Service works and Fees**

- 2.1. The Business Service enables you to:
 - (a) permit customers who buy certain products or services on your website (the "**Business Website**") to pay with Super to receive cashback on those products or services (the "**Payment Services**");
 - (b) advertise your products on the business website of other Super business customers in accordance with Schedule 2 of these Terms and Conditions (the "**Advertising Services**"); and
 - (c) earn commission by publishing adverts of other Super business customers' products on the Business Website (the "**Publishing Services**") in accordance with Schedule 1 of these Terms and Conditions.

3. **Payment Services**

- 3.1. Paying with Super enables you to receive payments from customers via debit or credit card, directly from a customer's payment account via Open Banking or, where applicable, from a third party consumer credit provider, into payment accounts in your name (referred to as the Business Accounts (as more particularly described and defined in clause 7 below)), where payments are effected by way of a payment initiation service. When paying with Super, payments are initiated and processed by Third Party Providers (as defined in clause 3.6 below). Through the Super Business portal you can access your Business Accounts and issue instructions to payout funds but only to an external account in your registered business name. Payments from Open Banking will settle near instantly into your Business Accounts. Debit or credit card payments and any payments from a third party consumer credit provider, will take 1 business day to settle into your Business Accounts. Super initiates settlements to a merchant's external account once a day based on cleared funds at the time of the settlement run.
- 3.2. Super facilitates certain payment types provided by the Third Party Providers for zero per-cent (0%) transaction fees and we pay fees associated with these payment types that are directly agreed by us and each Third Party Provider. Additional benefits and services may be offered by us for a fee. Fees are chargeable for certain payment types (for example Amex) and for non-standard payments (for example chargebacks and foreign payment cards). If you instruct us to do so, we will instruct the Third Party Provider to transfer funds to an external account held in your registered business name on a daily basis. Information regarding additional benefits and services, including associated charges and terms, can be found on our website at: superpayments.com/pricing. We reserve the right to update pricing from time to time and if we do so, we will give you 14 days' notice in writing.

- 3.2.1. When paying with Super in person, dynamic currency conversion will apply by default for merchants processing with Adyen, one of our Third Party PSPs. This gives customers the option of paying in their local currency, which you will then receive in your local currency (if different). For further details on the services provided by Adyen, please refer to clause 10.6. If you wish to opt-out of this service, please contact us in writing using the details provided in clause 19 or via the merchant portal. If you do so you will not be able to accept international cards in person for Super.
- 3.2.2. Super also enables, by default, e-commerce currency conversion for certain currencies (currently Euro and US Dollars) for merchants processing on Adyen. This gives customers the option of paying in their local currency, which you will then receive in your local currency. If the customer elects to pay in their local currency, the payment will be subject to a clearly disclosed fee ("**FX Fee**"), payable by the customer. On processing of a refund, you will pay the FX Fee to ensure that the customer can be refunded the exact local currency amount originally paid. The FX Fee, which may be amended from time to time in accordance with these Terms and Conditions, can be found [<https://www.superpayments.com/pricing>]. You may opt out of offering currency conversion to your customers by contacting Super in writing using the details provided in clause 19 or via the merchant portal. If you do so, you will not be able to accept international cards for e-commerce through Super
- 3.2.3. The Business Service includes an optional feature allowing you to pass on processing costs for Corporate Cards to the customer ("**Corporate Surcharge**").
- 3.2.4. You may elect to enable or disable this feature at any time. Activation or disabling of the Corporate Surcharge feature must be requested by contacting Super Support. Super will process these instructions on your behalf within a reasonable timeframe.
- 3.2.5. Once enabled, Super's technology will automatically detect Corporate Cards (including commercial, business, or corporate credit or debit cards) at the point of checkout unless, for merchants processing with Adyen, the corporate card used is linked to applepay or googlepay when the card will not be detected, no Corporate Surcharge will be applied and the merchant will be responsible for the processing costs.
- 3.2.6. The surcharge rate is a fixed percentage set by Super based on the previous quarter's average cost of acceptance. Super reserves the right to update this pricing at any time.
- 3.2.7. You are responsible for ensuring that your use of surcharging complies with UK law. You must not design your checkout to deter customers from using Super as a payment option (see clause 11.3(b)).
- 3.3. Super collects information from you and the customer and shares it with the Third Party Provider to facilitate the processing and execution of the payment.
- 3.4. All regulated payment services in connection with Super are currently provided to you by Stripe, Yapily, Modulr, Adyen and, where applicable, Frasers Group Financial Services Limited (together the "**Third Party PSP(s)**") and Super does not itself provide any regulated payment services to you or to anyone else, including the customer. Further information on the payment services provided to you by the Third Party PSP(s) is set out in clause 10 below. As noted in clause 10 below, by agreeing to these Terms and Conditions, you are also agreeing to, and entering into, the applicable terms and conditions of the Third Party PSP(s), including those of Stripe, Yapily, Modulr and Adyen. If you opt to enable Frasers Services, you will need to enter into the Frasers Terms directly (as described more particularly in clause 10.7).
- 3.5. As well as the Third Party PSP(s), certain aspects of the Business Service are licensed to us or provided to you by other third parties including Fintern Ltd ("**Fintern**") (with such third parties and the Third Party PSPs being referred to collectively as "**Third Party Providers**"). Further information on the services provided to you by Fintern is set out in clause 10 below. You acknowledge and agree that we may from time to time appoint other Third Party Providers in addition to (or in place of) Frasers, Stripe, Yapily, Modulr, Adyen and Fintern.
- 3.6. Your customers can earn cashback using Super in one of two ways:
- (a) by completing a purchase using Super on the Business Website and earning a cash reward to spend on their next eligible purchase with you (a "**Cash Rewards Transaction**") as further described in clause 4.1 below; and/or
 - (b) by activating an instant cashback offer, either presented in The Super App (the "**App**"), on our website or via a Super-approved advert on another Super business customer's website (a "**Super Affiliate Advert**"), and completing the associated purchase on the Business Website within the applicable activation period (an "**Instant Cashback Transaction**") as further described in clause 4.2 below.
- 3.7. **Payment Links**

- (a) If applicable to you, the Super business portal will also allow you to generate payment links requesting payment for a product or service, that you can send to your customers (either via email, or as a link in a text message to mobile).
- (b) If you use this method to request payment by a customer, then you are solely responsible for ensuring that you have any consents or other authorisations needed from that customer to be able to communicate with them for this purpose. We will not be liable to you or any customer for your communications to them in these circumstances or for your use of the payment links generated by the Super business portal for any purpose other than to request payment for the specific product or service in question.
- (c) The Business Service for payment by customers through a payment link will work in the manner described in clause 4.1 below for Cash Rewards Transactions.

3.8. ***Collateral for Disputes***

- (a) We reserve the right to introduce a collateral reserve, at our discretion, if your dispute rate exceeds an acceptable threshold or if we deem your business to be at elevated risk. This collateral reserve will be used to cover potential disputes, chargebacks, or other liabilities arising from transactions processed through our services.
- (b) The amount of the reserve may be adjusted periodically based on factors such as transaction volume or ongoing risk assessments. We will notify you of any changes to the reserve requirements in accordance with our standard notification procedures.
- (c) In the event of a service termination, we reserve the right to retain any float or collateral reserve for up to 90 days to cover potential liabilities or disputes arising from transactions processed through our services, including any liabilities related to Super Payments.

3.9. ***Payment Security and Compliance***

- (a) PCI DSS Compliance Acknowledgment. Super Payments Ltd acknowledges that it is responsible for the security of account data (including cardholder data) that Super Payments possesses, stores, processes, or transmits on behalf of you, or to the extent that Super Payments could impact the security of your cardholder data environment. Super Payments maintains PCI DSS compliance as a service provider. Information regarding Super Payments' PCI DSS compliance status and responsibilities, including a responsibility matrix outlining which PCI DSS requirements are managed by Super Payments, which are managed by you, and which are shared, is available upon request.
- (b) Prohibited Payment Methods. The Payment Services are designed exclusively for card-not-present e-commerce transactions initiated by the cardholder through the Business Website and in-person card-present transactions. You must not use the Platform or Payment Services to process Mail Order or Telephone Order (MOTO) transactions. For the avoidance of doubt, you are prohibited from:
 - (i) accepting payment card details from customers via telephone and entering them into the Platform;
 - (ii) accepting payment card details from customers via mail, email, fax, or any written communication and entering them into the Platform; or
 - (iii) entering payment card details into the Platform on behalf of a customer where the customer is not directly initiating the transaction through the Business Website checkout.
- (c) Any breach of clause 3.9(b) shall be considered a material breach of these Terms and Conditions.

3.10. ***Merchant Subsidies***

- (a) In relation to payments funded by a Third Party Lender, you may elect to subsidize the interest rate offered to your customers:
- (b) you may agree a specific subsidy rate with the relevant Third party Lender, provided that such rate is negotiated and agreed via Super;
 - (i) in order to activate the interest subsidy, you must sign an amendment letter confirming the subsidy rate agreed via Super and any associated terms as required by us or the relevant lender;
 - (ii) you acknowledge and agree that the total cost of the interest subsidy shall be

automatically withheld and deducted from the transaction amount by the Third Party Lender prior to settlement into your Business Account. You acknowledge that Super acts solely as an intermediary in facilitating these instructions and is not liable for the payment or return of such funds;

- (iii) In the event of a customer refund, the interest subsidy shall be treated as follows:
 - if such refund is processed within 14 calendar days (or up to 30 calendar days where specifically agreed in your Amendment Letter) of the initial transaction, the Merchant shall be entitled to a refund of the interest subsidy amount, calculated pro-rata to the value of the refund processed;
 - if such refund is processed after the expiry of the applicable 14 to 30-day period (as specified in your Amendment Letter) from the initial transaction, the Merchant acknowledges and agrees that the full interest subsidy amount shall be retained by the Third Party Lender and is non-refundable, regardless of whether the customer refund is full or partial;
- (iv) you must not pass on the cost of the interest subsidy to the customer by way of a surcharge or any increase in the price of the products or services;
- (v) following the deduction of the subsidy amount, the remaining funds will be settled into your Business Account, in accordance with the standard settlement cycle for payments from a third party consumer credit provider; and
- (c) the indemnity provisions set out in clause 14.5 shall apply in full to any actions, claims, or regulatory fines arising from or in connection with the application of an interest subsidy to a Credit Facility.

4. **Cashback**

4.1. For Cash Rewards Transactions:

- (a) a Cash Rewards Transaction occurs where the customer clicks through to the Business Website (either through the App or through an alternative method) and completes a purchase using our payment solution that satisfies any applicable: (i) eligibility criteria; and
(ii) de-minimis transaction amount (a "**De-Minimis Amount**"), that you may set in the Super business portal;
- (b) subject to clause 4.6, the level of cashback you shall pay to the customer for the relevant Cash Rewards Transaction shall be within any cashback range and lasting for the applicable period that you set within the Super business portal ("**Cash Reward Amount**");
- (c) at the time of purchase, the customer shall be charged the full price of the Cash Rewards Transaction (which must exceed any De-Minimis Amount applicable);
- (d) we shall provide a credit amount equal to the Cash Reward Amount into the customer's account in the App;
- (e) in order to claim a Cash Reward Amount, a customer must create a membership account by either:
 - (i) downloading the App and completing the onboarding and email verification protocols;
 - (ii) creating an online account and completing the onboarding and email verification protocols; or
 - (iii) signing up as a member of Super at the checkout of a merchant's website via our mobile one-click sign-up process (such account being a "Mobile Account");
- (f) subject to clause 4.1(g) below, the customer will be entitled to use the Cash Reward Amount on any future purchase with you on the Business Website (and if any such future purchase by the customer would itself qualify as a further Cash Rewards Transaction (on the basis of the full price for that particular purchase, prior to the deduction of the existing Cash Reward being applied), then the provisions of this clause 4.1 shall apply to such future purchase, and so forth);

- (g) where applicable, the customer must use their Cash Reward Amount prior to the expiry of a Cash Reward Amount spend period that you may set within the Super business portal (such period being calculated from the date of the completion of the relevant Cash Rewards Transaction that generated the Cash Reward Amount in question);
- (h) the customer shall receive the price of the Cash Rewards Transaction minus the total Cash Reward Amount directly from the customer's account through the payment services provided by the Third Party Provider;
- (i) after completing their first purchase, the customer is entitled to accumulate any future Cash Rewards Amounts earned with you and redeem the total balance at a later date on a single purchase. The expiry date for all accumulated Cash Rewards Amounts will be associated with the expiry date of the Cash Reward Amount earned by the user on their most recent purchase with you.
- (j) the customer may transfer any Cash Reward Amount they have earned to another customer (a "**Cash Rewards Transferee**") for use on any future purchase made by them on the Business Website. To be able to do so, the Cash Rewards Transferee will then be able to redeem the applicable Cash Reward Amount against an eligible purchase, in the same manner outlined above;
- (k) to the extent that you set any conditions for a purchase to be considered eligible for earning a Cash Reward Amount, or set any conditions that subsequent purchases must fulfil for a previously earned Cash Reward Amount to be capable of being used, you will be responsible for making this clear to the customer prior to completion of the purchase and earning of the relevant Cash Reward Amount; and
- (l) if a customer returns the product or service that was the subject of a Cash Rewards Transaction, partially or in its entirety, we will reduce the refund and the Cash Reward Amount previously earned by that customer with respect to that Cash Rewards Transaction (which may thereby reduce the Cash Reward Amount to zero).

4.2. For Instant Cashback Transactions:

- (a) Subject to paragraph 4.2(b), customers can earn cashback instantly by selecting "Pay with Super" at the checkout on the Business Website. Here, the cashback is "instant", as the customer earns the cashback for their purchase by paying a reduced price for the relevant product or service (i.e. the cashback amount is automatically deducted from the purchase price at the checkout) (the "**Instant Cashback Amount**");
- (b) in order to claim an Instant Cashback Amount, a customer must create a membership account;
- (c) In order to qualify for the Instant Cashback amount, the customer must ensure:
 - (i) they hold a valid account at the time of purchase (i.e. the customer's account is not suspended, disabled or terminated);
 - (ii) they activated the cashback by clicking through to the relevant product or service either (a) via the "Shop Now" button for that product in the App or on our website, or (b) via a Super Affiliate Advert; and
 - (iii) once they have activated the cashback, they complete the purchase within the timeframes that you set within the Super business portal;
- (d) if a customer returns the product or service that was the subject of an Instant Cashback Transaction, partially or in its entirety, we will reduce the refund and the Instant Cashback Amount previously earned by that customer with respect to that Instant Cashback Transaction (which may thereby reduce the Instant Cashback Amount to zero);
- (e) the Instant Cashback Amount and the time limit for completion by the customer of the transaction following activation of the offer is set by you within the Super business portal; and

4.3. There may be instances where we boost the level of cashback a customer actually receives when they pay for their Cash Rewards Transaction or Instant Cashback Transaction.

4.4. For Cash Rewards Transactions, you will still receive the expected price of the Cash Rewards Transaction minus the Cash Reward Amount.

4.5. For Instant Cashback Transactions, you will still receive the expected price of the Instant Cashback Transaction minus the Instant Cashback Amount.

4.6. If we decide to boost the cashback earned by a customer, we may do this by directly crediting your Business Account with the difference in sums needed so that you receive the expected

discount price that you have set for the relevant transaction.

- 4.7. In the case of any returns in this scenario, we will (on your behalf) instruct the Third-Party PSP to return to us the amount of any sums covered by Super in boosting the cashback earned by the customer, before refunding the customer with the actual price paid by them for the relevant transaction.
- 4.8. Super reserves the right to adjust the Cash Rewards Amount you set, contingent upon the payment method chosen by the customer. This may include, but is not limited to, payments made via debit or credit cards, Open Banking payments and, where applicable, third party consumer credit providers. For instance, there may be occasions when we increase the Cash Reward Amount for Open Banking payments while decreasing the amount for debit or credit card payments. Such adjustments will ensure that the average level of rewards does not exceed the amount you have established in the business portal.
- 4.9. For the avoidance of doubt, a customer who completes an Instant Cashback Transaction may also earn a Cash Rewards Amount, as a result of the Instant Cashback Transaction.

5. **Marketing Assets**

- 5.1. We may add marketing assets, including but not limited to banners, pop-ups, promotional content, and offers ("Assets"), to your website. These assets may be included at any point during the customer purchase journey, including, but not limited to, the pre and post purchase journey
- 5.2. Non-Interference: We will make reasonable efforts to ensure that the marketing assets do not interfere with the functionality or performance of your website, including page load speed, responsiveness, or user experience
- 5.3. Placement and Positioning: We shall determine the placement and positioning of the marketing assets on your website, taking into consideration optimal visibility and performance.
- 5.4. Relevant Content: We will ensure that the marketing assets are relevant to the products or services offered by you, based on the available information about your business.
- 5.5. Customization: We may customize the marketing assets to align with your branding, subject to any limitations and guidelines provided by you, the Company.
- 5.6. Automatic Integration: some marketing assets may require website integration; we reserve the right to automatically integrate marketing assets on to your website without seeking your prior permission.
- 5.7. Opt-Out Option: You will have the option to opt out of specific marketing assets or campaigns that are deemed unsuitable or incompatible with your business. In order to opt-out please notify us by emailing support@superpayments.com.
- 5.8. Data Sharing: You acknowledge and agree that we may collect and analyze data anonymously, related to the usage and performance of the marketing assets on your website or in your emails, including but not limited to click-through rates, conversions, and user interactions.

6. **The Platform Data Analytics**

- 6.1. Through the Business Service, you can access the following functionality ("**Platform Data Analytics**"):
 - (a) use of our application programming interface to enable you to embed Super as a payment method in your checkout process on the Business Website so that customers can pay for goods and services using Super; and
 - (b) access to dashboards (the "**Business Dashboards**") on our Platform through which you can:
 - (i) view all payment transactions to you made using Super, and their status;
 - (ii) manage, view and operate your Business Account (as more particularly described and defined in clause 7 below), including transferring funds received and held by you in your Business Account ("**Account Balance**") to your external bank account;
 - (iii) manage your Super account;
 - (iv) manage and process refunds to customers;
 - (v) for Cash Rewards Transactions, set the level of Cash Reward Amount which you are willing to pay for a particular customer for a particular product or service;

- (vi) for Instant Cashback Transactions, set the level of Instant Cashback Amount you are willing to pay for a particular customer for a particular product or service;
- (vii) use certain data analytics tools to monitor how your campaigns using Super are progressing, for example, to show you who has paid you using Super and anonymised data by category on which products these customers are spending money on, the total spend of customers, the number of transactions in certain categories etc. so as to allow you to implement personalised offers for customers, and so forth.
- (viii) view reporting related to the Corporate Card Surcharge feature (where enabled).

7. Sign up process

7.1. To use the Business Service, you must:

- (a) sign up for a Super account; and
- (b) apply to open business accounts ("**Business Account**") with the relevant Third Party PSP(s) and, where applicable, complete enrolment details and other onboarding or eligibility requirements notified to you to offer payment solutions to your customers.

7.2. Your membership for the Business Service will commence as of the first time you access and use the Business Service (regardless of whether you had created a Super account with us at this time) and will end when these Terms and Conditions are terminated.

Super account

7.3. To sign up for a Super account, you must be a UK-registered business (such as a sole trader, company or partnership). By creating a Super account, you confirm that these statements are true.

7.4. Only one Super account is allowed per business (unless we specify otherwise). You must only use your Super account in respect of transactions on the Business Website which has been authorised by us and not in respect of transactions on any other website.

7.5. You must register using true and accurate information about your business. To register, you will be required to provide your business name, full name of contact employee, email address, mobile number and any other details requested at your time of application.

7.6. In relation to the Adyen Services (as defined in clause 10.6 below) we will act as your designated authorised representative during the onboarding process, and for the purposes of accessing transaction data relating to your Super account.

7.7. We reserve the right to carry out various checks in accordance with our policies from time to time, including anti-money laundering, politically exposed persons and sanctions checks. We may refuse your request for access to the Business Service if we have concerns about the results of any of these checks, including in relation to any ultimate beneficial owners.

7.8. We reserve the right to refuse a Super account to any applying business, at our discretion. We also reserve the right to suspend or terminate your Super account in accordance with these Terms and Conditions (see clauses 16 and 17 below).

7.9. It is your responsibility to keep your Super account details up to date, including making sure we have a current email address and mobile number for you, as we may need to communicate with you about the Business Service from time to time.

Business Account

7.10. In order to apply and open a Business Account, you must:

- (a) to the extent not already provided, provide us with information about your business ("**Company Information**") as reasonably requested by us to enable customer due diligence to be carried out by or on behalf of the Third Party Provider in accordance with all applicable anti-money laundering and counter terrorist financing laws and regulations. This may include information about the identity of your directors and ultimate beneficial owners and information about the goods/services you are selling; and
- (b) confirm that you have read and accepted the Third Party PSP(s) agreement for the provision of the Business Account to you by the Third Party PSP(s) available via the hyperlink in the Appendix (the "**Business Account Agreement**").

7.11. You acknowledge and agree that:

- (a) as soon as possible after the change and without undue delay, you will notify and provide us details of any material changes to your Company Information; and
 - (b) we may, on behalf of the Third Party Provider, carry out additional due diligence checks on you from time to time, and you agree that you will provide us all information reasonably requested by us in order for us to carry out such checks.
- 7.12. Your Business Account is an electronic money account. This means that any funds held in your Business Account will be issued to you as electronic money by the Third Party Provider. You will not earn interest or accrue any other benefit in relation to the electronic money held in your Business Account. We have no right to the monies held in your Business Account other than to deduct our fees which may be applicable in respect of the Business Service in accordance with this Agreement. We simply provide the interface that allows us to instruct the Third Party Provider on your behalf to operate your Business Account.
- 7.13. You can manage, view and operate your Business Account via the Business Dashboard, including to carry out transactions, review transactions made and to transfer your Account Balance to your external bank account in accordance with the Business Account Agreement.
- 7.14. You agree that you can only access your Business Account or otherwise use the Third Party Provider services through the Business Service provided by us. You agree, authorise us and grant us all permission necessary to instruct the Third Party Provider to operate the Business Account as an authorised user on your behalf through the Business Dashboard, including to instruct the Third Party Provider to execute transactions on your behalf.

8. **Changes**

- 8.1. We may make changes to the Business Service and these Terms and Conditions from time to time at our discretion and without notice, including to:
 - (a) change, improve and update the Business Service, including so as to reflect changes to our users' needs or business and operational priorities;
 - (b) comply with changes to the law or regulatory requirements; or
 - (c) make these Terms and Conditions clearer and easier to understand.
- 8.2. From time to time, we may automatically update our Platform to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

9. **Intellectual Property**

- 9.1. Subject to you complying with these Terms and Conditions, we grant you a non-exclusive, revocable, non-transferable, non-sublicensable right to use the Business Service for your internal business operations.
- 9.2. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Business Service. Except as expressly stated herein, these Terms and Conditions do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Business Service.
- 9.3. You must not copy, distribute, make available to the public or create any adaptation of any part of the Business Service. In particular, you must not make available any cheats or technological measures designed to control access to, or elements of, our Business Service, whether on a free of charge basis or otherwise.

10. **Third party services**

- 10.1. You acknowledge that certain aspects of the Business Service are licensed to us or provided to you by the Third Party Providers (including the regulated payment services provided by the Third Party PSP(s)).
- 10.2. As such, you agree to comply with the terms and conditions of the Third Party Providers, as notified to you from time to time. We shall have no liability to you in relation to the provision of any services provided by a Third Party Provider to you.
- 10.3. One such Third Party Provider is Modulr, who is a Third Party PSP that provides the Business Account and other related services to you (as described in clause 7 and otherwise set out in the Appendix) (the "**Modulr Services**"). By agreeing to these Terms and Conditions, you are also agreeing to and entering into the terms and conditions for the Modulr Services (available through the link in the Appendix) (the "**Modulr Terms**"). Please note, the Modulr Terms are entered into directly between you and Modulr and Modulr FS. You acknowledge and agree that the Modulr Services are provided to you directly by Modulr or Modulr FS in accordance with the Modulr

Terms, and we shall have no liability to you in relation to the provision of the Modulr Services or under the Modulr Terms (or any other services provided by any Third Party Provider to you).

- 10.4. Another such Third Party Provider is Yapily who is a Third Party PSP that provides the facilitation of card payments and other related services to your customers (the "**Yapily Services**"). By agreeing to these Terms and Conditions, you are also agreeing to and entering into the terms and conditions for the Yapily Services set out in the Appendix (the "**Yapily Terms**"). You acknowledge and agree that the Yapily Services are provided to you directly by Yapily and Yapily Connect including in accordance with the Yapily Terms as set out in the Appendix, and we shall have no liability to you in relation to the provision of the Yapily Services or under the Yapily Terms.
- 10.5. Another such Third Party Provider is Stripe, who is a Third Party PSP that provides the facilitation of card payments and other related services to you (as described in clause 7 and otherwise set out in the Appendix) (the "**Stripe Services**"). By agreeing to these Terms and Conditions, you are also agreeing to and entering into the terms and conditions for the Stripe Services (available through the link in the Appendix) (the "**Stripe Terms**"). Please note, the Stripe Terms are entered into directly between you and Stripe. You acknowledge and agree that the Stripe Services are provided to you directly by Stripe in accordance with the Stripe Terms, and we shall have no liability to you in relation to the provision of the Stripe Services or under the Stripe Terms.
- 10.6. Another such Third Party Provider is Adyen, who is a Third Party PSP that provides services relating to payment processing and acquiring, and dynamic currency conversion (the "**Adyen Services**"). In order for Super to enable the Adyen Services, you will need to enter into Adyen's terms and conditions directly with Adyen (the "**Adyen Terms**"), which will be provided to you by Super. By agreeing to the Adyen Terms and using the Adyen Services, you acknowledge and agree that the Adyen Services are provided to you directly by Adyen and Super shall have no liability to you in relation to the provision of the Adyen Services or under the Adyen Terms.
- 10.7. Another such Third Party Provider is Frasers, who is a Third Party PSP that provides consumer credit lending services to fund applicable credit transactions by your customers (the "**Frasers Services**"). In order for Super to enable the Frasers Services, you will need to enter into Frasers' terms and conditions directly with Frasers (the "**Frasers Terms**"), which will be provided to you by Super. By agreeing to the Frasers Terms and using the Frasers Services, you acknowledge and agree that the Frasers Services are provided to you directly by Frasers and Super shall have no liability to you in relation to the provision of the Frasers Services or under the Frasers Terms.
- 10.8. Another such Third Party Provider is Fintern, who provides consumer credit lending services to fund applicable credit transactions by your customers (the "**Fintern Services**"). The Fintern Services are enabled via the merchant portal when a brand is created automatically unless you notify us in writing using the details provided in clause 19 that you wish to opt out of such services. By using the Fintern Services, you acknowledge and agree that neither Super nor Fintern shall have any liability to you in relation to the provision of the Fintern Services. In addition, you acknowledge and agree that:
- (a) in the event that a borrower breaches any term of its credit agreement with Fintern before the relevant funds have been paid to us, we shall have no liability to pay such proceeds to you;
 - (b) we reserve the right to withdraw these services at any time at our absolute discretion and without liability to you;
 - (c) you shall give us and Fintern all reasonable assistance in defending any claim threatened or made against us or Fintern, as relevant, under section 75, section 75A, section 56 or section 140A of the Consumer Credit Act 1974 and all regulations enacted under it from time to time (the "**CCA**");
 - (d) you shall maintain a full and accurate record of any complaints made in respect of the Fintern Service and shall make such record available to us promptly on request; and
 - (e) you shall forward to us within two business days of receipt any complaint you receive relating to the Fintern Services and provide all reasonable assistance to us to resolve such complaint (either directly or on behalf of Fintern) in accordance with applicable law (including any applicable direction, order, policy, rule, guidance or supervisory statement of the FCA and any other regulatory body). You shall not settle any such complaint without our prior written consent.

Fintern shall be considered a third party beneficiary of and shall be entitled to rely on and enforce the provisions of this clause 10.8.

11. **Your obligations**

- 11.1. You shall:

- (a) provide us with all necessary co-operation in relation to these Terms and Conditions and all access to such information as we may require in order to provide the Business Service;
 - (b) without affecting your other obligations under these Terms and Conditions, comply with all applicable laws and regulations with respect to your activities under these Terms and Conditions;
 - (c) ensure that your users use the Business Service in accordance with these Terms and Conditions and shall be responsible for any user's breach of these Terms and Conditions and use of the Business Service (or any such breach or use by any person using the login credentials of any user);
 - (d) ensure that your network and systems comply with the relevant specifications provided by us from time to time;
 - (e) be, to the extent permitted by law and except as otherwise expressly provided in these Terms and Conditions, solely responsible for procuring, maintaining and securing your network connections and telecommunications links as necessary to use the Business Service; and
 - (f) comply with all terms and conditions entered into with Third Party Providers pursuant to these Terms and Conditions.
- 11.2. You shall not (and shall ensure that your users shall not) during the course of your use of the Business Service access, store, distribute, transmit, introduce or allow the introduction of any viruses or any material that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property,
- and we reserve the right, without liability or prejudice to our other rights to you, to disable your (and your users') access to the Business Service in the event of any breach of this clause. You shall indemnify us against all losses, damage, costs, charges, expenses and other sums arising as a result of any default under or breach of this clause.
- 11.3. You shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms and Conditions:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Business Service in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Business Service; or
 - (b) design the checkout on your Business Website in such a way as to deter customers from using Super as a payment option and shall ensure that paying with Super is sufficiently sign-posted to the customer during the customer journey alongside (and no less obvious than) other payment methods used on the Business Website;
 - (c) access all or any part of the Business Service in order to build a product or service which competes with the Business Service; or
 - (d) use the Business Service to provide services to third parties without our prior written consent (which we may withhold at our sole discretion); or
 - (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Business Service available to any third party; or

- (f) attempt to obtain, or assist third parties in obtaining, access to the Business Service.
- 11.4. You shall prevent any unauthorised access to, or use of, the Business Service and, in the event of any such unauthorised access or use, promptly notify us.
- 11.5. You shall indemnify us against any and all fines, levies, penalties, losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by us arising from any breach of your obligations under these Terms and Conditions.
- 12. **Our obligations**
- 12.1. Subject to the terms and conditions of the Agreement, we shall use reasonable endeavours to provide customer services support for the use of the Business Service (including in relation to your Business Account) to you in accordance with our standard policies and procedures from time to time.
- 12.2. We:
 - (a) do not warrant that:
 - (i) use of the Business Service will be uninterrupted or error-free;
 - (ii) that the Business Service and/or the information obtained by you through the Business Service will meet your requirements; or
 - (iii) the Business Service will be free from viruses; and
 - (b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Business Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 13. **Data Protection**
- 13.1. In this clause 13, "**Data Protection Laws**" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including:
 - (a) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018;
 - (b) the Data Protection Act 2018 ("**DPA**"); and
 - (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time; and the terms "**Controller**", "**Personal Data**" and "**Process**" shall have the meaning set out in the DPA.
- 13.2. You warrant, represent and undertake that you will comply with the provisions and obligations imposed on you by Data Protection Laws in your capacity as an independent Controller, including but not limited to ensuring that you have provided a fair processing notice in accordance with the Data Protection Laws to each person visiting the Business Website, which is sufficient to enable you to transfer the Personal Data to us and allows us to Process it for the purposes of providing the Business Service to you and other businesses, providing our services more generally and for any other purpose we may specify from time to time, in each case in accordance with Data Protection Laws. You shall indemnify us against all losses, damage, costs, charges, expenses and other sums arising as a result of any default under or breach of this clause.
- 13.3. For information about how we process personal data, see our [privacy policy](#).
- 14. **Limitations on our liability; indemnities by you**
- 14.1. Except as expressly and specifically provided in these Terms and Conditions:
 - (a) you assume sole responsibility for results obtained from your use of the Business Service, and for conclusions drawn from such use and we do not warrant that such results are accurate. We shall have no liability for any damage caused by errors or omissions in any information or instructions provided to us by you in connection with the Business Service, or any actions taken by us at your direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms and Conditions; and
 - (c) the Business Service is provided to you on an "as is" basis.
- 14.2. Nothing in these Terms and Conditions shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability which cannot be limited or excluded by applicable law.
- 14.3. Subject to clause 14.2:
- (a) our maximum aggregate liability arising out of or in connection with these Terms and Conditions (whether such liability arises in contract, tort (including negligence), misrepresentation, breach of any duty (including strict liability) or otherwise) within any calendar year shall be limited to the total value of any fees received by us in respect of the Business Service during that calendar year; and
 - (b) we shall not be liable to you (whether such liability arises on contract or tort (including negligence) for misrepresentation, breach of any duty (including strict liability) or otherwise) for any of the following:
 - (i) indirect or consequential loss or damage;
 - (ii) loss of data;
 - (iii) loss of business or contracts;
 - (iv) loss of profits; or
 - (v) loss or depletion of goodwill.
- 14.4. You will indemnify us against all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings we directly or indirectly incur or which are brought against us in respect of any payment scheme fine or penalty directly or indirectly incurred by the Third Party PSP(s) and imposed on us as a result of your act or omission or an act or omission of your employees, agents or sub-contractors. This indemnity specifically includes any actions, claims, or regulatory fines arising from your instruction to enable and apply the Corporate Card Surcharge feature.
- 14.5. If you are using the Fintern Services, you will indemnify us and Fintern (on an after-tax basis) against any and all actions, claims, costs, damages, demands, expenses (including legal and other professional advisors' fees and disbursements), liabilities, losses, proceedings, suits or judgments which we or Fintern may incur or which may be made against us or Fintern, as a result of (i) any claim from a borrower in relation to a credit facility provided by Fintern (a "**Credit Facility**") or the subject of a Credit Facility pursuant to section 75, section 75A, section 56 or section 140A of the CCA (including as a result of any litigation from any borrower in relation to a Credit Facility) and (ii) any regulatory, remediation or other fine related to complaints or external investigations arising from mis-selling any Credit Facility or the subject of a credit agreement with Fintern. Fintern shall be considered a third party beneficiary of and shall be entitled to rely on and enforce the indemnity in this clause 14.5.
- 14.6. We shall not be liable for any loss you incur as a result of your act or omission or an act or omission of your employees, agents or sub-contractors.
15. **Confidentiality**
1. You may be given access to our confidential information, whether orally, in writing, in electronic form or other media ("Confidential Information"). You shall hold such Confidential Information in confidence and shall:
- (a) use the Confidential Information solely for the purposes of performing your obligations or exercising your rights under these Terms and Conditions;
 - (b) keep the Confidential Information secure and take no lesser security measures and degree of care to protect the Confidential Information than you apply to your own confidential information and in any event no lesser than that which a reasonable person or business would take in protecting its own confidential information; and
 - (c) not make the Confidential Information available to any third party except with our prior written consent.
2. You shall immediately inform us in writing if you become aware that any Confidential Information has been disclosed to any unauthorised third party.
3. The obligations of confidentiality in this clause 15 shall not apply where:
- (a) we have given our specific prior written consent to the disclosure;
 - (b) the information is or becomes publicly known other than through your act or omission; or

- (c) the information is lawfully disclosed to you by a third party without restriction on disclosure (as evidenced in by you in writing).
- 4. To the extent that the Confidential Information is no longer required by you to enable you to perform your obligations or exercise your rights under these Terms and Conditions, you shall either return to us immediately upon demand such Confidential Information together with any copies, notes, analyses or records of such Confidential Information and any documents and other material (including all electronically generated or stored data) containing, reflecting or deriving from the Confidential Information which are in your possession or under its control, or (at our option) destroy it.
- 16. **Suspension**
- 16.1. We may stop providing the Business Service to you or otherwise suspend, withdraw or restrict the availability of or your access to the Business Service for any reason, including:
 - (a) if your Business Account has been terminated or suspended by the relevant Third Party Provider;
 - (b) for business or operational reasons (including for security or other reasons);
 - (c) for legal or regulatory reasons;
 - (d) if we cannot provide the Business Service in whole or part any more for any reason;
 - (e) if you seriously misuse the Business Service or breach these Terms and Conditions and do not put things right within a reasonable time;
 - (f) if we reasonably determine that your use of the Business Service is abusive or otherwise unfair;
 - (g) if we, or any one of our Third Party Providers, reasonably suspect fraud or other prohibited activity;
 - (h) where it is reasonably required for us to protect the Business Service and/or other users of the Business Service; or
 - (i) you do not provide us with information needed for us to provide the Business Service to you.
- 16.2. Where appropriate, we will try and give you reasonable notice of any such suspension, withdrawal or restriction to the Business Service.
- 17. **Termination**
- 17.1. Without prejudice to any other rights or remedies, we may terminate these Terms and Conditions at any time by providing you with prior notice.
- 17.2. Without prejudice to any other rights or remedies, either party may, by written notice to the other, terminate these Terms and Conditions with immediate effect on the happening of any of the following events:
 - (a) the other party commits a material breach of these Terms and Conditions which is incapable of remedy; or
 - (b) the other party commits a material breach of these Terms and Conditions which is capable of remedy and fails to remedy such material breach within fourteen (14) days after receiving written notice requiring it to remedy that material breach; or
 - (c) the other party suspends, or threatens to suspend payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1) Insolvency Act 1986; or
 - (d) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - (e) a petition is presented or a resolution is passed or an order is made for the winding up, provisional winding up of the other party, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that other party; or
 - (f) a receiver, administrative receiver, administrator, compulsory manager or any similar officer is appointed in respect of the other party or any of its assets;
 - (g) the other party commences negotiations in relation to, or enters into, any arrangement, compromise, assignment or composition with its creditors or any class of them (with or without first having sought or obtained a moratorium); or
 - (h) enforcement of any security over any assets of the other party; or

- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.2(c) – 17.2(h) inclusive.
- 17.3. On termination of the Agreement for any reason:
- (a) we will instruct the Third Party Provider to close your Business Account and, subject to compliance with any applicable laws and regulation and the terms of your Business Account Agreement, to transfer your Account Balance to your external bank account;
 - (b) where you are using the Fintern Services, your right to use the relevant services shall immediately cease and you shall immediately remove all relevant Assets from your website;
 - (c) all licences granted under these Terms and Conditions shall immediately terminate and you shall immediately cease all use of the Business Service;
 - (d) where you are acting as a Publisher pursuant to clause 2.1(c), you will immediately disable and remove any Supplier Affiliate Adverts from your Business Website and cease all Publishing Services;
 - (e) where you make use of the Advertising Services pursuant to clause 2.1(b):
 - (i) any Supplier Affiliate Adverts will be immediately removed;
 - (ii) any open Ad Campaigns will immediately cease; and
 - (iii) any payments accrued, due or payable pursuant to an Ad Campaign will be payable immediately by you;
 - (f) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced; and
 - (g) any provision of these Terms and Conditions that expressly or by implication is intended to come into force or continue in force on or after expiry or termination of these Terms and Conditions shall survive and continue in full force and effect.
18. **General terms**
- 18.1. We shall have no liability to you under these Terms and Conditions if we are prevented from or delayed in performing our obligations under these Terms and Conditions, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic, pandemic or default of suppliers or sub-contractors.
- 18.2. When using the Business Service, you accept that communication with us will mainly be electronic. For the purposes of these Terms and Conditions, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you pursuant to these Terms and Conditions electronically comply with any legal requirement that such communications be in writing.
- 18.3. All notices given by you to us must be given in writing to support@superpayments.com or such other e-mail address as we notify to you in accordance with the provisions of this clause. We may give notice to you in writing at either the e-mail or postal address provided by you. Any notice sent pursuant to this clause will be deemed received and properly served on the recipient party immediately twenty-four (24) hours after an e-mail is sent or three (3) days after the date of posting of any written notice. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.
- 18.4. You may not transfer, assign, charge or otherwise deal in any manner with all or any of your rights or obligations under these Terms and Conditions without our prior written consent. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these Terms and Conditions.
- 18.5. Other than as expressly stated in these Terms and Conditions, a person who is not a party to these Terms and Conditions between us may not enforce any of its terms, whether under the

Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 18.6. No failure or delay by either party in enforcing its rights or remedies shall prejudice or restrict the rights or remedies of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 18.7. Except as expressly provided in these Terms and Conditions, the rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.8. These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.
- 18.9. Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.10. Subject to clause 1.5 and 8, no variation otherwise of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.11. If any provision of these Terms and Conditions is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions of these Terms and Conditions shall not be prejudiced.
- 18.12. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).
19. **Contact us**
- 19.1. If you have any questions, complaints or concerns about these Terms and Conditions or the Business Service (including in relation to the Business Account), please contact us via the contact form on our Platform or by email: support@superpayments.com.
- 19.2. We welcome feedback from you in relation to our Business Service. Please note that, when you provide us any feedback, such as a comment, suggestion or idea, you agree to transfer all your rights in your feedback to us so that we are the exclusive owners. We may use your feedback at our discretion without any notice or compensation to you.

Appendix

Pricing

- www.superpayments.com/pricing

Stripe Terms

- <https://stripe.com/gb/legal/connect-account>

Modulr Terms

- <https://www.superpayments.com/terms-and-conditions>

Yapily Terms

- <https://www.superpayments.com/terms-and-conditions>

Adyen Terms

- <https://www.adyen.com/legal/terms-and-conditions>

Schedule 1 - Publishing Services

1. **Publishing.** By completing a publisher profile on the business portal you can enable your participation as an advertisement publisher (a "**Publisher**") via Super. Once registered as a Publisher, you can apply to participate in any open advertising campaigns ("**Ad Campaign**") listed on the business portal. Advertisers are permitted, at any time and at their sole discretion, to: (a) suspend or end an Ad Campaign; (b) amend the Ad Campaign terms and conditions; and/or (c) remove you from an active Ad Campaign. In each case, any such action shall take effect immediately upon notice from us to you and, from the date of such notice, no further Commission (as defined below) shall be payable to the Publisher in connection with the relevant Ad Campaign.
2. **Placement.** Once you are accepted on to an Ad Campaign, we will provide instructions regarding the placement of the relevant Super Affiliate Advert by you on the Business Website. The instructions may include information relating to trade marks, advertising content, images, text, data or other materials ("**Publisher Materials**"). We will determine the placement and positioning of the Super Affiliate Advert on the Business Website, taking into consideration optimal visibility and performance.
3. **Commission.** Subject to compliance with these Terms and Conditions and any further guidance, conditions or instructions made available to the Publisher on the business portal, a Publisher may earn an agreed commission from an Advert ("**Commission**") on: (a) pay-per-sale basis based on completed sales transactions made via Super that are attributable to the customer clicking through to the relevant advertiser's site via the relevant Super Affiliate Advert (a "**Sale**"), (b) a pay-per-click basis based on an intentional and voluntary click by a customer on the Super Affiliate Advert (a "**Click**"); and/or (c) a pay-per-impression basis based on the number of times a Super Affiliate Advert is displayed to customers by the Publisher (an "**Impression**") each as specified by the Advertiser on the business portal in respect of an Ad Campaign for which the Publisher is participating. The amount of Commission payable in connection with a Tracked Sale, Click or Impression will be as listed on the business portal and may be varied by the Advertiser or Super on notice. Any change in Commission will take effect no sooner than seven days after notification. You acknowledge and agree that Super will also earn a commission from the Advertiser on each Tracked Sale, Click or Impression (as applicable).
4. **Queries and Disputed Commission.** Should you have a question about the Commission payable, or wish to dispute any payment or calculation, you must email Super within ten (10) business days of the transaction in question using the contact details set out in clause 19.1 of these Terms and Conditions. It is at Super's sole discretion how a question or dispute is resolved and we reserve the right to determine whether a Commission has been earned for the purposes of these Terms and Conditions. Failure to notify Super of a dispute within the time period stated above will be deemed a waiver of such dispute. Without prejudice to any of our other rights or remedies under these Terms and Conditions, if: (a) we reasonably suspect that any Commission has been generated in breach of these Terms and Conditions, (b) we reasonably suspect that any Commission has been generated as a result of fraud or fraudulent practices by the Publisher; (c) the transaction in question has been refunded by the Advertiser; or (d) the transaction has been in any way disputed by the customer, we may (at our discretion) withhold the relevant Commission or set off the relevant Commission against any future payments due to you under these Terms and Conditions.
5. **Taxes.** All sums payable to you in connection with the Publishing Services are inclusive of VAT. For the duration of this agreement, you agree that you are registered for VAT and will, within 14 days of this agreement, provide us with your VAT registration number. The Publisher shall be responsible for paying any applicable sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed under applicable law relating to the Publishing Services.
6. **Payment.** You shall notify us of any change in your contact or address details and shall duly complete all relevant forms requiring completion by any taxation or other government authority in relation to its activities under this Schedule 1. Tracked Sales, Clicks and Impressions will be visible within the Business Portal to us, as well as Publishers and Advertisers for the relevant Ad Campaign. Except in the case of manifest error, and subject to any adjustments necessary pursuant to paragraph 4, we will aim to pay the aggregate amount of Commission earned for the preceding calendar month (as displayed in your Business Portal) into your Business Account within 7 days from the end of the calendar month in which the commission was earned. Super shall not be responsible for any delays in payment or non-payment beyond Super's sole control, including but not limited to any failure by you to provide accurate payment information, failure or delay in receiving the relevant Commission from the Advertiser and/or delays caused by a third party payment provider or financial institution.

7. **Intellectual Property.** Solely to the extent necessary to participate in any Ad Campaign in compliance with these Terms and Conditions, we grant to you for the duration of your participation in any Ad Campaign for which you are accepted, a non-exclusive, royalty-free, non-transferable, revocable, worldwide licence to publish on the Business Website (without modification) the Publisher Materials made available to you in connection with any Super Affiliate Advert.
8. **Warranties.** You warrant that for the duration of these Terms and Conditions: (i) your participation in any Ad Campaign and the actions you take in connection with that Ad Campaign will comply with all advertising standards under applicable law; (ii) you will comply with all applicable laws including, but not limited to, all relevant tax laws; (iii) all Publisher Materials will be accurately reproduced; (iv) you will perform your obligations under this Agreement in accordance with all applicable laws and using reasonable care and skill; (v) you have all necessary rights, power, and authority to enter into these Terms and Conditions and to grant to Super all rights hereunder; and (vi) you are not under any exclusive advertising management agreement with any third party.
9. **Indemnification.** Publisher hereby agrees to indemnify and hold harmless Super and its respective employees, officers, directors, shareholders, trustees, and agents from and against any and all losses, claims, damages, actions, liabilities, obligations, costs, fees, and any other expenses whatsoever (including reasonable legal fees and costs) asserted by a third party against Super relating to or arising out of: (i) a breach or alleged breach of Publisher's obligations under these Terms and Conditions; (ii) Publisher's violation of any applicable laws, rules, or regulations; (iii) Publisher's participation in the Ad Campaign; and (iv) claims with respect to intellectual property rights of third-parties.

Schedule 2 – Terms Applicable to Advertisers

1. **Advertising.** By completing an Advertiser profile on the business portal you can enable your participation as an advertiser (an “**Advertiser**”) via Super. Once registered as an Advertiser, you can create Ad Campaigns on Super and list these on the business portal. Once you have listed an Ad Campaign, Publishers can apply to participate in your Ad Campaign via the business portal. Acceptance shall be automatic unless you have excluded the specific Publisher or category of Publisher on the business portal. You agree to: (a) provide us with any trade marks, advertising content, images, text, data or other materials (“**Advertiser Materials**”) that may be required in order for us or the Publisher to provide the Business Services and/or Publisher Services (as applicable), (b) provide us with any information, assistance or cooperation reasonably required to supply the Advertising Services and (c) ensure that all information provided to us, either directly or via the Business Portal, is accurate and up-to-date at all times. You are permitted to: (a) suspend or end an Ad Campaign, (b) amend the Ad Campaign terms and conditions; and/or (c) remove Publishers from an active Ad Campaign by updating the relevant sections of the Business Portal. Where we consider there to be appropriate grounds to do so, suspend or cease any Ad Campaign or the Advertising Services.
2. **Placement.** We will determine the placement and positioning of the Super Affiliate Advert on the Publisher’s website, or in our app, taking into consideration optimal visibility and performance. The Publisher will be responsible for placing the Super Affiliate Advert on the website and we will use reasonable endeavours to ensure that it does so in accordance with our instructions. We will provide the Publisher with details of any trade mark or brand guidelines which you upload to the business portal but accept no responsibility for the Publisher’s compliance with any such guidelines.
3. **Commission.** You agree to pay a Commission to Super. Commission can be generated on a Tracked Sale, a Click and/or an Impression (each at the rates specified by you on the business portal in respect of an Ad Campaign). You are free to set the commission levels on the business portal at your discretion within the parameters set out in the Business Portal with any such changes taking effect no sooner than seven days after you have notified participating Publishers of the change by updating the relevant commission levels in the Business Portal.
4. **Queries and Disputed Commission.** Should you have a question about the Commission payable, or wish to dispute any payment or calculation, you must email Super within ten (10) business days of the transaction in question using the contact details set out in clause 19.1 of these Terms and Conditions. It is at Super’s sole discretion how a question or dispute is resolved and we reserve the right to determine whether a Commission has been earned for the purposes of these Terms and Conditions. Failure to notify Super of a dispute within the time period stated above will be deemed a waiver of such dispute.
5. **Taxes.** All sums payable by you in connection with the Advertising Services are inclusive of VAT. You agree that: (a) you are registered for VAT and will, within 14 days of this agreement, provide us with your VAT registration number and you will notify us immediately if you cease to be registered for VAT, transfer your business as a going concern or become registered for VAT under another VAT registration number. The Advertiser shall be responsible for paying any applicable sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed under applicable law relating to the Advertising Services.
6. **Payment.** You must notify us of any changes to your contact or address details and complete all required forms from taxation or other government authorities in connection with activities under this Schedule 2. Tracked Sales, Clicks, and Impressions will be visible to Publishers within the Business Portal. Payments for the Advertising Services will be automatically debited from your Super account within 24 hours of the relevant Tracked Sale, Click, or Impression being confirmed by us, subject to any necessary adjustments pursuant to paragraph 4. If, for any reason, the Advertiser fails to make a payment due under these Terms and Conditions, Super reserves the right to charge interest on the overdue amount from the due date until full payment is received. Interest will accrue daily at a rate of 4% per annum above the Bank of England’s base rate, or at 4% per annum if the base rate is below 0%. We will issue an electronic invoice each month, covering all payments due for the preceding month. A £20 administration fee will apply to any failed or cancelled payments.
7. **Intellectual Property.** You hereby grant us a non-exclusive, royalty-free, transferable, non-revocable, sub-licensable, worldwide licence to publish the Advertiser Materials made available by you on the Business Portal, to use the Advertiser Materials to operate the Advertising Services and to enable Publishers who are participating in an Ad Campaign listed by you to use the Advertiser Materials on their website to the extent necessary to participate in the Ad Campaign.
8. **Warranties.** You warrant that for the duration of these Terms and Conditions: (i) the Advertiser

Materials and the Ad Campaign you create shall be legally compliant in every respect and shall comply with all applicable advertising standards; (ii) you will comply with all applicable laws including, but not limited to, all relevant tax laws; (iii) you will perform your obligations under this Agreement in accordance with all applicable laws and using reasonable care and skill; (iv) you have all necessary rights, power, and authority to enter into these Terms and Conditions and to grant to Super all rights hereunder; and (v) you are not under any exclusive advertising management agreement with any third party.

9. **Indemnification.** You hereby agree to indemnify and hold harmless Super, each applicable Publisher and their respective employees, officers, directors, shareholders, trustees, and agents from and against any and all losses, claims, damages, actions, liabilities, obligations, costs, fees, and any other expenses whatsoever (including reasonable legal fees and costs) asserted or claimed by a third party against Super or a Publisher relating to or arising out of: (i) a breach or alleged breach of your obligations under these Terms and Conditions; (ii) your violation of any applicable laws, rules, or regulations; (iii) the Ad Campaign created by you; and (iv) claims with respect to intellectual property rights of third-parties.